

# 協會船舶建造人風險條款

(1/6/1988)

本保險適用英國法律及實務

## Institute Clauses for Builders' Risks

(1/6/1988)

This insurance is subject to English law and practice.

### Builder-1988

1/6/88

VESSEL.....Contract or Yard No. ....  
BUILDERS.....  
.....BBU  
UILDERS' YARDS.....

船名\_\_\_\_\_合約編號或船廠序號\_\_\_\_\_  
造船人\_\_\_\_\_  
\_\_\_\_\_  
造船廠\_\_\_\_\_

#### SUBJECT OF INSURANCE

(Where more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

#### 保險標的

(於下列第 1 節(A)、(B)或第 2 節載明之保險標的多於一件以上之情況下，則第 1 節(A)、(B)或第 2 節各自用語將分別適用於各節)

**SECTION I.** Provisional Period .....from.....but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

**第 1 節**·暫定期間自\_\_\_\_至\_\_\_\_，然若該暫定期間提前屆滿，本保險於向船舶所有人交船時終止。

(A) HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

(A)於造船廠或造船人之其他經營場所建造中之船體及機器等

Description	Contract or Yard No.	Provisionally valued at	To be built at / by

說明	合約號碼或船廠序號	暫定價值	建造地/建造人

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this sub-section (A) which is at such locations shall attach from the time:-

本(A)款保險標的，於其位於造船廠內及港區內造船人之其他場所或造船廠所在地之建造場所內及於該處所間之運送過程中，均獲保險承保。保險人對處於該場所之本(A)款每一部件之保險責任於下述時間開始生效：

(I)of inception of this Section I if such item has already been allocated to the Vessel;

(I) 於本第 1 節開始時，如該項目已配置上船；

(II)of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;

(II) 自將該項目(若已配置)交付給造船人時，當交付是於本第 1 節開始後進行時；

(III)of allocation by Builders if allocated after inception of this Section I.

(III) 由造船人配置時，若配置是於本第 1 節開始後進行。

(B) MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

(B)由承攬人建造中之本保險承保之機器等

Description	Contract or Yard No.	Provisionally valued at	To be built at / by

說明	合約號碼或船廠序號	暫定價值	建造地/建造人

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time: --

- (I) of inception of this Section I if such item has already been allocated to the Vessel;
- (II) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;
- (III) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:--

- (a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;
- (b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

**SECTION II.** Provisional Period .....from.....

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

MACHINERY etc. insured hereon from delivery to Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at / by

本(B)項之保險標的，於其位於承攬人工廠及港區內承攬人之他處場地或承攬人工廠所在地之建造場地內及於該處所間之運送過程中，均受保險承保。

保險人對位於該場所之本(B)款之每一部件之保險責任於下述時間開始生效：

- (I) 於本第 1 節開始時，如該項目已配置上船；
- (II) 自將此項目(若已配置)交付給承攬人時，於交付是於本第 1 節開始後進行時；
- (III) 由承攬人配置時，若配置是於本第 1 節開始後進行。

本(B)款保險標的於下述情況下亦獲承保：

- (a) 如該運送是於港口內或於造船廠所在地之建造場所內進行，於運送予造船人期間；
- (b) 於造船廠及港區內造船人之他處場地或造船廠所在地之建造場地及於該場所間之運送。

**第 2 節** 暫定期間自\_\_\_\_至\_\_\_\_，然若該暫定期間提前屆滿，本保險於向船舶所有人交付時終止。

向造船人交付由本保險承保之機器等

說明	合約號碼或船廠序號	暫定價值	建造地/建造人

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

本第 2 節之保險標的，於其處於造船廠及港區內造船人之他處場地或造船廠所在地之建造場地內，並於該場地之間運送過程中，均獲承保。保險人對本第 2 節之任一部件之保險責任，自將其交付給造船人時起生效。

**1. INSURED VALUE**

- 1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus ..... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.
- 1.2 Should the insured value, determined as above,
  - 1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount

**1.投保金額**

- 1.1 本保單所載金額為暫定，茲同意本保險保險標的之最後契約價格，或總建造費用加上\_\_\_\_%，以較高者為準，作為投保金額。
- 1.2 如投保金額依前述規則確定時：
  - 1.2.1 超過本保單載明之暫定價值，被保險人同意向保險人

of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase, or

1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.

1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

## 2. TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

## 3. DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

## 4. DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

## 5. PERILS

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITION AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

## 6. Earthquake and Volcanic Eruption Exclusion

聲明該超過之金額，並依保單之全額費率支付保險費，且保險人同意承保依比例增加之部分，或

1.2.2 低於本保單載明之暫定價值，本保險承保金額應依比例降低，保險人同意依保單之全額費率退還保費，該保費金額按其各自類型予以扣減。

1.3 然該投保金額超過暫定價值 125%，則就同一事件所致之任一事故或一系列事故，依據本保險之賠償限額應為該暫定價值之 125%。

1.4 無論前述規定為何，雙方謹此諒解並協議，於設計及配置船舶過程中因更動原材料或更動原先預期之型號使投保金額發生任何變動時，並不屬於本條調整之範圍，該改變應徵得保險人之特別同意。

## 2. 轉運

於另行安排保費之前提下，對前述第 1 節或第 2 節未規定之轉運得續保之。

## 3. 延遲交船

如向船東交船超過前述之暫訂期限時，於另行支付保費之情況下，得予以續保，然於任何情況下，該擴大承保之任何額外期間不應超過建造人完成試航後 30 日。

## 4. 偏航或變更航程

於偏航或變更航程情況，於接獲偏航或變更航程訊息後立即通知保險人且達成任何承保條件之變更及附加保費之情況下，得予以續保之。

## 5. 風險

5.1 於適用條件條款及除外規定之情況下，本保險承保於本保險期間所致及發現保險標之滅失或損害之所有風險，包括完全因於本保險期間發現某潛在缺陷，而修理更換或更新任何缺陷部件之費用。於任何情況下，本保險不承保更新缺陷之焊接所生之費用。

5.2 如新船下水失敗，保險人負擔船舶完成下水所生之所有後續費用。

## 6. 地震及火山爆發除外

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

## 7. Pollution Hazard

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## 8. Faulty Design

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

## 9. Navigation

- 9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.
- 9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

## 10. Deductible

10.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 17, 19 and 20) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim

本保險不承保因地震、火山爆發所致滅失、損害、責任或費用。本除外規定亦適用依第 13, 17, 19 及 20 條所提出之任何求償。

## 7. 污染危險

本保險承保任何政府當局依其權力為行使防止或減輕保險人依本保險應負責任之船舶毀損直接所致之污染危險、對環境損害或其威脅因而造成船舶毀損滅失，然該政府當局之行為須非由於被保險人、船舶所有人或經理人欠缺相當注意以防止或減輕該危險或威脅所引起者為限。持有船舶股權船長、船副、船員或引水人不應被認為本第 7 條所指稱之船舶所有人。

## 8. 設計錯誤

無論保單或附加條款是否含有任何相反規定，本保險承保於本保險有效期間所發現之因任何部件之設計錯誤，造成保險標的之滅失或損害，然於任何情況下，本保險不擴及承保修理、改建、更換或更新該部件之費用或花費，亦不承保為改善或更改設計所發生之任何費用或花費。

## 9. 航行

- 9.1 於駛往或駛離港內或建造地內之任何濕塢或乾塢、港口、船臺、下水架及浮動碼頭，及依自身動力，裝載或空載，隨時依要求，裝配、入塢、試航或交船，於距該港口或建造地點 250 浬海域範圍內，或於超出該範圍之情況下，依另行安排保費續保之。
- 9.2 於港外或建造地點外船舶被拖帶之任何移動，如事先通知保險人，得另行安排保費續保之。

## 12. 自負額

10.1 除所有單一意外或事故累計之求償(包括第 13、17、19 及 20 條之求償)超過自負額\_\_\_\_\_，本保險不賠付承保危險所致之求償。於超過情形下，此金額應予扣除。然擱淺後檢查船底之費用，如係特別為該目的而合理發生，即使未發現損害，亦應予賠付。本第 10.1 條不適用於船舶全損或推定

for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.

- 10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage. The expression "heavy weather" in this Clause 10.2 shall be deemed to include contact with floating ice.
- 10.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.
- 10.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 11. Unrepaired Damage

- 11.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- 11.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## 12. Constructive Total Loss

- 12.1 In ascertaining whether the subject-matter insured is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value shall be taken into account.
- 12.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13. General Average and Salvage

全損之求償或該求償下，任何同一意外或事故所生依第 20 條相關之求償。

- 10.2 發生於兩連續港口間之單一海上航程期間惡劣天氣損害之求償應視為一次意外。於該惡劣天氣延伸至本保險所承保之期間之外時，依本保險可求償數額所適用之自負額為前述本保險期間內惡劣天氣日數與該單一海上航程期間惡劣天氣日數之比例部份。本第 10.2 條之「惡劣天氣」乙詞應視為包括與浮冰之碰觸。
- 10.3 依據前述自負額，任何求償之追償所得，不計其利息，就未扣減任何追償所得超過自負額之求償總和部份，應全數償還保險人。
- 10.4 追償所得款之利息應按比例分配給被保險人與保險人，斟酌保險人賠付之金額及賠付日期，且不論計入利息會使保險人可能收取比他們賠付金額更大之數額。

## 11. 未修理損害

- 11.1 未修理損害求償之補償方法應是損害未經修理，而船舶於本保險終止時依據市價之合理折減，然不得超過合理之修理費用。
- 11.2 嗣後如於本保險有效期間或本保險延長之有效期間內發生全損(不論是否本保險所承保)者，保險人無論如何均不負責未修理損害。
- 11.3 保險人不負責超過本保險屆滿時投保金額以上之未修理損害求償。

## 12. 推定全損

- 12.1 於確定被保險標的是否為推定全損，應就保險金額與修理金額作比較，而不考慮受損價值、拆廢價值或殘值。
- 12.2 除追償費用及或修理費用超過保險金額外，不得為推定全損之求償。於作此一決定時，僅考慮單一事故或同一事故所引起之接續損害之費用。

## 13. 共同海損與救助

- 13.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.
- 13.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.
- 13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.
- 13.4 No claim under this Clause 13 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

#### 14. Notice of Claim

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

#### 15. Change of Interest

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

#### 16. Assignment

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

#### 17. Collision Liability

17.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

- 13.1 本保險承保比例扣減任何不足額保險後，船舶部份之救助、救助費用及或共同海損，然對於船舶共同海損犧牲，被保險人得無須先行使其要求其其他關係人分攤之權利，即得請求有關全部損失之賠償。
- 13.2 如運送契約無特別規定，理算應根據冒險終止地之法律與實務；但如運送契約有規定時，理算應根據約克安特衛普規則。
- 13.3 船舶未被租傭而空載航行時，1974年約克安特衛普規則規定(規則第20條及第21條除外)仍應予適用，且為此目的之航程應視為繼續自發航港地至船舶到達除避難港地或僅為加油之港地外之第一個港地時為止。但如於任何該中途港地放棄原定冒險航程即應視為終止。
- 13.4 本第13條不賠償非為避免或有關避免承保危險所發生之損失。

#### 14. 求償通知

意外事故所致毀損滅失依本保險有求償可能時，於被保險人、船舶所有人或經理人已知或應知該毀損或滅失之後，及於公證前應立即通知保險人，俾使保險人於其認為需要時可指定公證人。

#### 15. 利益變更

保險標的任何利益之變更，不影響本保險之效力。

#### 16. 轉讓

本保險或其利益或依本保險得支付或應支付任何金錢之轉讓，保險人不受其拘束或認諾，然被保險人及再轉讓之讓與人以簽署記載日期之保險轉讓書或利益轉讓通知批註於保險單上，並於保險人支付任何賠償或退還保險費前已將該批註附加於保險單上者除外。

#### 17. 碰撞責任

17.1 因被保險人依法應負責賠付下列事項以作為損害賠償時，就被保險人已賠付任何他人或數人之任何款項或數款項，保險人同意補償被保險人：

- 17.1.1 loss of or damage to any other vessel or property on any other vessel
- 17.1.2 delay to or loss of use of any such other vessel or property thereon
- 17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.
- 17.2 The indemnity provided by this Clause 17 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
- 17.2.1 where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 17 shall be calculated on the principle of cross liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
- 17.2.2 in no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.
- 17.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.
- EXCLUSIONS**
- 17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 17.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 17.4.3 the cargo or other property on, or the engagements of, the insured Vessel
- 17.4.4 loss of life, personal injury or illness
- 17.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).
- 17.1.1 任何其他船舶或其上財物之毀損或滅失
- 17.1.2 任何該其他船舶或其上財物之遲延或喪失使用
- 17.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助被保險人所支付之該款項係因被保險船舶與任何其他傳所發生碰撞所生。
- 17.2 本第 17 條之補償係本保險其他條款或條件之補償以外之另外補償，此補償須依照下列規定：
- 17.2.1 被保險船舶與其他船舶碰撞而雙方互有過失時，除一方或雙方船舶之責任應受法律限制外，依本 17 條之補償應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方應獲取之損害賠償般之交叉責任原則計算，以確定被保險人因碰撞所生應付或應收之餘額或數額。
- 17.2.2 任何情況下保險人依本第 17.1 及 17.2 條每一次碰撞之全部責任不超過被保險船舶保險金額之四分之三。
- 17.3 經保險人書面同意，保險人亦會給付被保險人所發生，或被迫抗辯責任或進行限制責任訴訟而支付之法律費用。
- 除外規定：
- 17.4 本第 17 條無論如何不包括下列被保險人應賠付或與其有關之任何款項
- 17.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
- 17.4.2 非其他船舶或其上財物之任何不動產、動產或物品
- 17.4.3 被保險船舶上之貨物或其他財物或其所承諾之約定
- 17.4.4 人身之死亡、受傷或患病
- 17.4.5 任何不動產、動產、或物品之汙染或汙損或其威脅(然與被保險船舶碰撞之其他船舶或其所運載之財物之汙染或汙損不在此限)。

## 18. Sistership

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 18. 姊妹船條款

本保險所承保之船舶與全部或一部屬於同一船舶所有人所有或為相同經理人之其他船舶發生碰撞或接受其救助服務時，被保險人依本保險享有之權利與其他船舶全屬於不同船舶所有人財產般；然於此情況下，碰撞責任或救助應給付之數額應提交保險人與被保險人同意之單一仲裁人決定之。

## 19. Protection and Indemnity

- 19.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matter or things and arises from an accident or occurrence during the period of this insurance:
- 19.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 17.
- 19.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same.
- 19.1.3 liability the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port
- 19.1.4 loss of life, personal injury, illness or payments made for life salvage.
- 19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 19.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea
- 19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore
- 19.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member
- 19.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

### EXCLUSIONS

- 19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:
- 19.3.1 any direct or indirect payment of the Assured under

## 19. 防護與補償

- 19.1 保險人同意補償被保險人，因其作為船東，對任何求償、請求、損害及/或費用而向任何其他人士依法應負責支付之任何金額或款項，而該責任係因任何下述事件或事項所致、所生或因發生於本保險期間之某一意外事故或事件所致：
- 19.1.1 任何原因所致對船舶以外之任何固定或浮動物體或財物或其他物件或利益之毀損滅失，然僅限第 17 條所不承保之毀損滅失為限。
- 19.1.2 企圖或實際浮起、移除或摧毀任何固定或浮動物體或財物或其他物件，包括船舶之殘骸，或浮起移除或摧毀之任何過失或疏忽。
- 19.1.3 為進港、離港或移港目的所定通常拖帶契約下被保險人所承負之責任
- 19.1.4 人命喪失、受傷、患病或人命救助之報酬
- 19.2 保險人同意補償被保險人於保險期間發生任一事件或事故所致：
- 19.2.1 完全為使船上患病受傷人員或偷渡客、難民或海上救起之人安排上岸之目的合理發生之額外油料、保險、薪津、物料、糧食供應及港口費用
- 19.2.2 船上或岸上爆發傳染性疾病所生之額外費用
- 19.2.3 任何有關船舶營運之行為或過失或違反相關法律規章而課以船舶、船長或被保險人應對其賠償之任何船長船副船員或船舶代理行之罰金，然保險人不負責補償除船長船副或船員外之被保險人、被保險人之代理人或受雇人之任何疏忽或過錯所致之任何罰金
- 19.2.4 從被保險人所有、租用或佔用之任何處所移除船舶殘骸之費用
- 19.2.5 被保險人所生之法律費用或被保險人為避免、減輕或責任抗辯而被迫支付並經保險人事先書面同意之法律費用
- 除外責任
- 19.3 第 19.1 項及 19.2 項不承保下列事項所致生之任何責任費用或開支：
- 19.3.1 被保險人依工人賠償法或雇用



- workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs
- 19.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
- 19.3.3 punitive or exemplary damages, however described
- 19.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- 19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel
- 19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured
- 19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member
- 19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member
- 19.3.9 fines or penalties arising from overloading or illegal fishing
- 19.3.10 pollution or contamination of any real or personal property or thing whatsoever.
- 19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.
- 19.7 PROVIDED ALWAYS THAT
- 19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19
- 19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause
- 人責任法或其他任何制定法或普通法或一般海事法或由於任何工人或任何其他受雇於被保險人或其他人從事有關或關於船舶或其貨物、物料或修理意外事件之其他責任所為直接或間接之賠償
- 19.3.2 依雇用契約受雇之任何人或實習人員死亡受傷或患病，被保險人依該契約之明示或默示協議所應承負之責任
- 19.3.3 任何型態之懲罰性損害賠償
- 19.3.4 船上所運載或即將運載或已經運載之貨物或其他財物，然對於從船舶殘骸上移除貨物之額外費用，本 19.3.4 款除外規定不予適用
- 19.3.5 造船廠或修理廠所屬或其應負責置放於船上之財物之滅失或毀損
- 19.3.6 依據契約或於被保險人所有或承租之船上之相關貨櫃、設備、燃料或其他財產之賠償所致之責任
- 19.3.7 屬於船上人員所有之現金、可轉讓債券、貴重金屬或礦石、高價品或具稀有貴重本質之物品、或任何船長船副或船員之非基本個人行李
- 19.3.8 船舶為等候任何替代船長船副或船員之人員耽擱所生之油料、保險費、薪津、物料、糧食供應及港口費用
- 19.3.9 超載或非法釣魚之罰金或罰款
- 19.3.10 任何個人動產或財物或物品之汙染或汙損。
- 19.4 依本第 19 條規定之賠償，應是除依據本保險其他條款及條件所規定之賠償以外之賠償
- 19.5 於被保險人或保險人得或本可得限制其責任之情況下，依第 19 條有關該責任之賠償，不應超過對該限制保險人依比例應賠付之金額
- 19.6 於任何情況下，依據本第 19 條保險人對有關任一單獨事件或事故或因同一事件所引起之一系列事故之責任，不超過其船舶保險價值之比例部分
- 19.7 但書：
- 19.7.1 依據本第 19 條被保險人發生任何可能會依本保險為求償之意外事故或求償及任何會造成被保險人承負本保險可能承保之責任費用或花費之事件或事項，應立即通知保險人。
- 19.7.2 無保險人事先書面同意，被保險人不得承認或解決任何本保

19 without the prior written consent of the Underwriters.

險可能承保之責任或求償。

## 20. Duty Of Assured (Sue And Labour)

- 20.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- 20.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 20.4) collision defence or attach costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 19 are not recoverable under this Clause 20.
- 20.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the subject-matter insured.
- 20.5 The sum recoverable under this Clause 20 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

## 20. 被保險人之義務(損害防阻)

- 20.1 對於任何損失或不幸，被保險人、其僱用人及代理人有義務採取合理措施以避免或減輕依本保險得請求賠償之損失。
- 20.2 依下列規定及第 10 條之規定，保險人會分擔被保險人、其僱用人或代理人為該措施適度且合理發生之費用。共同海損、救助費用(第 20.4 條規定者除外)、被保險人為碰撞抗辯或攻擊及為避免、減少或反駁第 19 條所承擔的責任所生之費用、不得依本第 20 條求償。
- 20.3 被保險人或保險人為拯救、防護或追償被保險標的物所採取之措施不得視為委付之放棄或承諾或有損任何一方之權利。
- 20.4 如本保險已同意被保險標的全損之求償，且為拯救或企圖拯救船舶或其他財物之費用已合理發生，而船舶無殘值，或費用超過殘值時，本保險將比例分擔有關被保險標的部份被認為合理發生之費用或超過殘值之費用。
- 20.5 本第 20 條得請求賠償之金額應為依本保險其他得請求賠償之損失外另外之金額，然無論如何均不得超過本保險關於船舶之投保金額。

**The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

**下列條款應有至上效力，其應優先適用本保險任何與其不相一致之規定。**

## 21. War Exclusion

In no case shall this insurance cover loss damage liability or expense cause by

- 21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 21.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 21. 戰爭除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 21.1 戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或抵抗敵對勢力之任何戰爭行為
- 21.2 捕獲、查扣、拘押、禁制或扣留(船員惡意不法及海盜行為除外)及其任何後果或任何威脅
- 21.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

## 22. Strikes Exclusion

In no case shall this insurance cover loss damage liability or expense caused by

## 22. 罷工除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion  
22.2 any terrorist or any person acting from a political motive.

- 22.1 罷工、封鎖、參與罷工人員所致之暴動或民變  
22.2 任何恐怖份子或出於政治因素之個人行為。

### 23. Malicious Acts Exclusion

In no case shall this insurance cover loss damage liability or expense arising from  
23.1 the detonation of an explosive  
23.2 any weapon of war  
and caused by any person acting maliciously or from a political motive.

### 23. 惡意行為除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：  
23.1 炸藥爆炸  
23.2 任何戰爭武器  
及任何人員之惡意行為或具政治動機所為之人所致。

### 24. Nuclear Exclusion

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from  
24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof  
24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 24. 核子除外條款

於任何情況下，本保險均不承保由於下列事項直接或間接所致或所生或所引起之毀損、滅失、責任或費用：  
24.1 從核子燃料或廢料、核子燃料燃燒而來之離子輻射或放射性污染  
24.2 任何核子設施、反應爐或其他核子裝備或其核子組件之放射性、具毒性、爆炸性或其他危險或污染性之財產  
24.3 任何運用原子或核子分裂及或融合或其他類似反應或放射力或物質之戰爭武器。